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The Solicitors' Journal

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The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page x.

NOTICE TO SUBSCRIBERS.—The Index to Vol. 73 (Part II), accompanied our issue of the 25th January last and should be returned with the numbers for binding (see advertisement on page vi). The prepaid Annual Subscription to Vol. 74 (£2 12s.) became due on 1st January.

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Current Topics.

The late Professor Kenny.

THE DEATH last week of Professor COURTNEY STANHOPE KENNY makes a conspicuous gap in the ranks of the older members of the legal profession. Both by his teaching at Cambridge, where for many years he held the Downing Professorship of the Laws of England, and by his writings he elucidated many of the difficulties of the science and smoothed the path of the student. The son of a solicitor in Halifax, he started his professional career in the solicitor branch, after winning various prizes, and in the conveyancing firm, of which he was a partner, he laid the foundations of that exact knowledge of law which, later, he was to illuminate so effectively. But practice, even a good one, in a country town, was not destined to be the goal of his life's work. Proceeding to Cambridge, he threw himself with fresh avidity into legal studies and showed his aptitude for research by carrying off in three successive years the Yorke Prize, which is awarded annually to that graduate of the University of not more than seven years' standing, who is the author of the best essay on some subject relating to the law of property. KENNY'S essays dealt with the "History of Primogeniture," the "Law of Married Women," and "Endowed Charities." Following these achievements, he was called to the Bar at Lincoln's Inn, and joined the South-Eastern Circuit, but henceforward his chief work, apart from that which fell to him during the years he was a Member of the House of Commons, was in teaching at Cambridge, first, as a lecturer on the staff of Trinity College, then as University Reader in English law, and finally, as Downing Professor of the Laws of England. How greatly he impressed those who came under his personal influence may be gathered from the affectionate tribute paid to him and to his colleagues, Doctor HENRY BOND and Professor BUCKLAND, by a group of colleagues and pupils in a series of admirable essays, accompanied by an appreciative biographical sketch. But his influence extended far beyond the confines of the University for which he did so much, and was felt by all students of his numerous volumes, both in this country and in the United States. His "Cases on Criminal Law," in particular, revealed the pen of a master. Opening with a case from 3 SALKELD, which lays down that "an indictment for scolding was quashed, because it was not said to have been *ad magnam perturbationem pacis*"—and we fancy the learned Professor must have enjoyed a quiet chuckle as he transcribed it—the volume unfolds in methodical fashion a line of cases on the various divisions and sub-divisions of the criminal law, appending, where necessary, illuminating notes. In the like fashion he dealt with the law of contracts, and the law of torts. Although in view of the continual output of the Legislature and the stream of decision, much of the work of the writer on law is doomed to a short life, we may prophesy a fair longevity for the writings of Professor KENNY and, what is equally important, a continuance of research and lucid exposition by those who have been trained by him and inspired by his example.

The late Mr. Aubrey T. Lawrence, K.C.

DURING THE past week the profession has suffered another loss by the death of Mr. AUBREY TREVOR LAWRENCE, K.C., who, although he had not been seen very frequently in the courts during the past few years, was extremely active in several branches of the law. After a distinguished career at Oxford he was called at the Inner Temple, and worked for some time in the chambers of his cousin, Mr. ALFRED CRIPPS (now Lord PARMOOR), where his interest, always keen in ecclesiastical law, was greatly stimulated and was to bear fruit in the editing of the seventh edition of the "Law relating to the Church and Clergy." That work was originally written by HENRY WILLIAM CRIPPS, Q.C., and was afterwards edited by his son, the present Lord PARMOOR, and in the seventh edition which, as we have said, was edited by Mr. LAWRENCE, the original author's grandson, The Hon. R. STAFFORD CRIPPS (who is now a King's Counsel), had a share as assistant editor. The ecclesiastical inclinations of Mr. LAWRENCE also led to his being appointed Chancellor of a number of dioceses, and also as Secretary of Lord CAVE's Commission on the property and revenues of the Church. Outside the law Mr. LAWRENCE'S recreations were gardening, and an intense interest in Shrewsbury, his old school.

Outlawry.

THE PRESS has found interesting the pronouncing in the Court of Justiciary in Edinburgh of a sentence of outlawry, on the failure to appear for trial of one JAMES FLEMING ROBERTSON. The word rings a little strangely in modern ears, but it seems to be the normal procedure in Scotland. "Macdonald on the Criminal Law of Scotland" has the following passage: "In the Supreme Court, where the prosecutor appears, but the accused fails to appear after his name has been publicly called in Court and at the door, and no one appears for him and accounts for his absence, the case cannot proceed, but fugitation is pronounced, by which he is deprived of all personal privilege or benefit by law. The Court will require strong evidence of inability to attend before they will refrain from passing sentence of fugitation. If the accused is on bail his bail bond is forfeited. Outlawry and forfeiture of bail bond may be pronounced on failure to appear at a diet to which a case has been

adjourned." The *Evening Standard*, writing up the case, spoke of the "rare sentence of outlawry—abolished fifty years ago in this country, but still in existence in Scotland"; but it is inaccurate to say that outlawry has been abolished in England; it has only become obsolete. A person may still be outlawed against whom a true bill has been found by a grand jury for an indictable offence, if he cannot be found. The last English proceeding in outlawry seems to have been in 1859; the last judgment in outlawry four years later.

The Blue Ensign Case.

OUR LAW does not prevent one man passing himself off as another and more important individual—even, in fact, a peer—if he does not do so for the purpose of obtaining money, goods, or credit by false pretences, or for any sort of fraud, other than social. The protection given to the blue ensign may, therefore, appear to be somewhat strange, for, by the leave of the Admiralty, it may be used by certain members of yacht clubs, and those who fly it without authority might be likened to people unwarrantably wearing old school or regimental ties, and thus claiming distinction to which they were not entitled, which might not be considered a serious offence. The unauthorised use of the blue ensign, however, or of any colours resembling those of His Majesty's ships, is regarded so seriously that the penalty fixed by s. 73 (2) of the Merchant Shipping Act, 1894, is £500 for each offence. In the case at Southampton the defendant had a warrant to fly the blue ensign on one boat, but not on that as to which the offence was charged, and, on his due apology, the case against him was dismissed on his payment of the costs. The proper flag to be "worn" by British ships which have no privilege otherwise is of course the red ensign. In answer to a question in the House of Lords in 1908, Lord CREWE stated that any British subject may fly the Union Jack on land, but not, of course, the Royal Standard, though breach of this rule may be a social rather than a lega offence. There is, it is true, a veto in the Patent and Designs Act, 1907, on using the Royal Arms without authority, but in connexion with business only. The Chartered Associations (Protection of Names and Uniforms) Act, 1926, may perhaps be regarded more in the nature of protection of honour than commerce, and the unauthorised use of military medals and decorations is forbidden under penalty by the Army Act. Whether it is an offence across the border to wear a Royal Stewart tartan is a matter on which an English lawyer can hardly dogmatise, but, in general, our law as to clothes and flags and decorations is extremely easy. Etiquette, of course, is a different matter, as a new boy at a public school who wore a first eleven cricket cap would speedily discover.

The Rural Amenities Bill.

IN AN article published in 1928 ("Country Planning: The Preservation of our Heritage," 72 SOL. J. 444), we observed: "The problem of planning out the countryside so as to make the best use of it may now be regarded as much a matter for the attention of the Legislature as town planning, and perhaps best pursued on the same lines—the exercise of control over the landowner, where necessary, with proper compensation where such control involves loss to him." We may, perhaps, express our satisfaction that the House of Commons has now agreed with our views. This was in a debate on an unusually high level of excellence, in which, perhaps, Mr. BUCHAN'S speech may be specially noted, on the passing of the second reading of the Rural Amenities Bill, introduced by Sir HILTON YOUNG, and "backed" by Colonel LANE-FOX and others. This debate proved that members of all parties are in favour of the principle of the Bill, though, naturally enough, certain modifications and improvements were suggested as matter for consideration on the third reading. Whatever may be the fate of the present Government, it may at least be hoped that this Bill will not be lost. As a minor criticism, the country planning, which is the subject of Part I, the most important portion of the bill, is labelled "town planning." This, of course, is to bring in the machinery of the Town Planning Act, 1925, with which Part I is to be read, but to stereotype an entirely rural area, with, perhaps, a few isolated villages on it, as the planning of a town appears to be a considerable stretch of language. On the other hand, the definition of "rural amenities," in Clause 1 is excellent. Clause 4 provides that owners whose lands are enhanced in value by a scheme under the Bill shall contribute to the compensation of others who suffer loss, thus adopting a principle on which certain reformers have laid great stress. Amongst the miscellaneous provisions, that placing a veto on the export of ancient buildings without the written consent of the Commissioners of Works, after consultation with the Ancient Monuments Board, may be noted, and also the power of a local authority to require a tree or group of trees to be preserved. On the face of the Bill, it is not quite clear how the owner is to be compensated in such case for loss of timber. In Miss MARIE CORELLI'S book, "God's Good Man," one of the principal episodes was the frustration of a villainous estate agent, about to cut down and sell such a group (and, of course, embezzle the proceeds) by the timely veto of the heroine owner, who, radiant on a beautiful palfrey, appeared to prevent the vandalism in the nick of time. In future, if the Bill passes, county councils, less radiant, but more dependable, will perform the same office. Another veto is on the indiscriminate planting of refuse dumps by urban on the territory of rural authorities, but effective invocation of the existing law of nuisance ought, perhaps, to solve that problem.

One for a Hit to Twelve for a Miss.

THE NEW Mexican penal code is said to present some startling anomalies as to maxima sentences. One, which is specially attracting notice, is the provision that anyone attempting to shoot another and failing, is liable to three years' imprisonment, while any person who shoots and hits, inflicting only minor injuries, is liable to only three months. But is this as mad as it seems? In a country where the use of firearms is common, the wild marksman is a public danger; he may hit anybody. He is worse than a murderously minded pistoller—he is a street nuisance. The marksman who hits has a definite and limited object. He may be wicked, but he is at least likely not to maim those who have not offended him. Perhaps, too, good marksmanship is honourable in Mexico. They want men who can shoot straight in a land where a revolution is the recognised method of changing the government. Therefore shut up the bad shot and gently censure the good! But the criticism of the Mexican penal code is reported from New York, and we seem to remember reading recently in an American publication the very same criticism of the penal codes of some of the United States, that they too punish a hit with a bullet more lightly than a miss. Perhaps the whole thing is only one more exhibition of modern methods in journalism.

Enticing a Wife by Contract.

A CASE is said to be pending in Paris in which a rich American is suing the management of a French theatre on the ground that they engaged his wife to act there without his permission. One defence alleged is ignorance of the lady's status, but whether that defence were open or not, no such action could be maintained in the English courts in the twentieth century. The issue whether an action of enticement would lie in such circumstances, however, appears more open. A wife's duty is to live with her husband, whose right it is—one of the very few left to him—to choose the place of the matrimonial home. Let it then be supposed that he has to live in Northumberland, where his work is, and that someone offers her a handsome salary to act in London, or even pose as a film star in Cornwall. Obviously such a contract would conflict with her wifely duties, and would form a very strong enticement to her to neglect or abandon them.

Possibly the defence of ignorance of the fact that the lady was a married woman might succeed, but it would be a difficult one to maintain, requiring proof that she had deceived both her husband and her employers in the matter. If the latter contracted with her knowing that she was a married woman, they might plead that they were entitled to assume that she was free to enter into the arrangement with them either on the assumption that her husband did not object, or that he would change his home so that she could fulfil her contract while living with him. Breach of the contract then might give rise to an action against her, but would the husband be liable for inducing her to break it? The point does not appear to have arisen, but it is submitted that he would not be, for his claim on her company would be paramount. A third case might be supposed, in which the husband warned the employers before the contract that he objected. It is arguable that, on the analogy of bequests on condition that a wife lives apart from her husband (see, for example, *Wilkinson* v. *Wilkinson* (1871), L.R. 12 Eq. 604), such a contract, in derogation of marriage duties, would be void, and that therefore there would be no defence to an action for enticement. In the converse case, it is hardly conceivable that an action by a wife would lie, for the matrimonial home, and therefore her duty within it, follows the husband. Sometimes well-known actresses have married on the bargain with their husbands that their careers were to continue, but, whatever effect such an ante-nuptial pact might have, it could hardly deprive a husband of his ordinary marital rights.

Cruelty to Animals.

APART FROM the penalty of death for murder and an occasional flogging for robbery with violence or some equally abhorrent crime, the Legislature is slow to adopt W. S. GILBERT'S suggestion that the punishment should fit the crime. Occasions not infrequently arise, however, when the application of that particular principle would undoubtedly prove most useful, and would be the strongest possible deterrent against a repetition of the offence. Annually, and frequently through the instrumentality of that humane body, the Royal Society for the Prevention of Cruelty to Animals, a great number of offenders are dealt with for acts of deliberate cruelty which make the blood of any normally minded individual boil. Only too often, however, the amount of the fine inflicted is grossly inadequate to meet the case, and when that is so, public indignation at the nature of the crime and the inadequacy of the punishment often finds expression through the medium of the press. If, however, to take an hypothetical illustration, a man who had savagely beaten a dog and then thrown it out of a window, were, by way of punishment, treated in an identical manner, there is little doubt that such an objectional practice would cease at once. An eye for an eye and a tooth for a tooth may sound a brutal cry in these days, but the result would leave no possible doubt whatever of its efficacy. If the man who, finding that his donkey still lived and apparently worked equally as well on half its usual quantity of food, had, when he continued to reduce the poor animal's rations still further until vanishing point was reached, taken the precaution of proportionately reducing his own, he would, of course, have fully appreciated the donkey's point of view and so saved its life. The pith of the matter is that those responsible for making animals suffer unnecessarily should be made to appreciate personally the nature of those sufferings. The matter must, however, resolve itself into a question of degree, for to drown father for drowning the majority of an undesirable and rather numerous litter of kittens would appear to be a somewhat drastic extension of the principle. Indeed, in the town of Oschatz, in Saxony, the future of pussy seems none too secure, for the revenue-raising possibilities having been exhausted, it has been decided that cat owners must pay a licence of 3s.

Solicitors' Privilege.

SOLICITORS are accorded an important measure of protection with regard to conversations with clients affecting the reputation of third parties. The nature and extent of this protection was discussed by Lord BUCKMASTER last week in *Minter* v. *Priest* (74 SOL. J. 200).

M appointed T as his agent to find a purchaser for certain premises. S intended to buy the premises and a difficulty arose with regard to his finding the deposit. S's solicitors referred S to P stating that if P could lend him the money for the deposit on the purchase price they would stand down and allow P to act on the conveyance. S and T thereupon had an interview with P at which the alleged defamatory words were uttered concerning M. At the same interview P suggested a scheme by which the premises could be bought at a cheaper price from the first mortgagee and the profits to be divided among P, S and T.

It further appeared that two years before these happenings M, who dealt in real property, bought the above-mentioned premises for £8,250 and P acted as his solicitor, the whole purchase price being provided by various mortgages, and the deposit being advanced to M by P's wife. She sued M on the loan, and later an action by P to set aside certain documents was compromised. A receiver was subsequently appointed at the instance of a puisne mortgagee, and it was then that M took steps to sell. At the first hearing, before HORRIDGE, J., and a jury, T was called on his subpœna to prove the slanders, and by leave of the judge was cross-examined as a hostile witness. It was argued for the defendant that evidence of the conversations was inadmissible, as the privilege of a solicitor as to non-disclosure attached to the interview between S, T and P. On the findings of the jury that the defendant uttered the words complained of, that no relationship of solicitor and client actually existed between the defendant and either or both of S and T, and that the defendant did not reasonably believe that both or either of S and T would wish to retain him as their solicitor, and that the damage suffered was £1,500, judgment was entered for that amount.

The Court of Appeal, consisting of HANWORTH, M.R., LAWRENCE, L.J., and GREER, L.J., reversed this decision, both arguments and judgments centring round the question whether the evidence was or was not admissible.

The House of Lords reversed the unanimous judgments of the Court of Appeal and restored the judgment of the High Court. Lord BUCKMASTER proceeded on the basis that the evidence was in any case admissible, as the defence of privileged occasion made it relevant, and that the true question for the court was whether the words complained of were used on a privileged occasion.

Lord BUCKMASTER said that the conversation to secure this privilege "must be such as, within a very wide and generous ambit or interpretation, must be fairly referable to the relationship, but outside that boundary the mere fact that a person speaking is a solicitor and the person to whom he speaks is his client affords no protection."

Therefore, as the jury had found in substance that the conversation was from first to last a malicious scheme to deprive the plaintiff from making profit, "the cloak of privilege" was stripped from the whole conversation.

The *ratio decidendi* of the judgment appears to have been that the conversation had something in view other than the retainer of P as solicitor to S and T, and that therefore no privilege in fact attached. Had the jury found, however, that the conversations were solely directed to the object of retaining P as solicitor, the case would have been governed by the decision of the Court of Appeal in *More* v. *Weaver* [1928] 2 K.B. 520, in which it was held that such conversations were absolutely privileged.

In that case the respondent lent the appellant money to buy and carry on a hotel at Kensington. Differences having arisen

between the respondent and the appellant with regard to the security for the loan, the respondent consulted his solicitors and wrote the letters complained of.

SCRUTTON, L.J., decided that the occasion was one of absolute privilege, disapproving of the decision in *Morgan* v. *Wallis*, 3 T.L.R., in which DARLING, J., held that a long and defamatory statement unnecessarily and maliciously set forth in a solicitor's bill of costs was the subject of qualified privilege.

SCRUTTON, L.J., cited the *dictum* of Lord HERSCHELL in *Browne* v. *Dunn* (1893), 6 R. 67 (H.L.): "It seems to me that when communications pass between a solicitor and those whom he reasonably believes will desire to retain him and to whom he makes a communication in relation to that, and who do retain him, the whole of those communications leading up to the retainer and relevant to it and having nothing else in view are privileged communications and that the whole occasion is throughout privileged."

Browne v. *Dunn* was a case in which a solicitor's clerk drew up a document and exhibited it to various persons to obtain their authority to prosecute for a breach of the peace. BOWEN, L.J., said in the course of his judgment in that case: "I myself have no doubt at all in the absence of authority that if a solicitor has reason to believe that his services may be required by a possible client who does afterwards retain him, what passes between the solicitor and the client on the subject of the retainer is covered by professional privilege."

An *obiter dictum* of the highest importance from the point of view of the discussions in both *More* v. *Weaver* and *Minter* v. *Priest* occurs in the judgment of BOWEN, L.J. He said: "I very much doubt whether malice destroys that kind of privilege unless it is shown that what passed was not germane to the occasion." The point did not actually arise for decision in *Browne* v. *Dunn*, but it is clear that the House of Lords' decision in *Minter* v. *Priest* proceeded on the basis that the findings of the jury in the High Court meant that what passed "was not germane to the occasion," and not on the basis that the defendant was actuated by malice.

It is perhaps important to distinguish this type of case from another which bears considerable similarity to it. In *Baker* v. *Carrick* [1894] 1 Q.B. 838, the defendant, a solicitor acting for a creditor of the plaintiff, sent notice to an auctioneer entrusted with the sale of the plaintiff's furniture that the plaintiff had committed an act of bankruptcy. No action to recover the debt had actually been commenced, and it was held that the notice to the auctioneer was published on a privileged occasion, not because it was written with a view to any retainer but because, to adopt the language of DAVEY, L.J., in that case, "A solicitor acting for his principal is bound to do the best he can in the interests of his principal and is entitled to the benefit of any privilege that would have arisen in the case of the client if he were himself conducting the matter."

It seems apt to close this article with the words used by Lord BUCKMASTER in commencing his judgment: "The privilege is one the maintenance of which is essential in the best interests of society."

An Early Bow Street Magistrate.

OUT of abundant historical caution we call him an early Bow Street Magistrate, though he really seems to have been the first. He belongs, however, to an order of things very different from the present, and he must be exhibited in his proper social and legal setting. Nevertheless, to him is due the giving to the most famous police court in the world a local habitation and a name. He had predecessors and successors of his own type, located in various parts of London; out of that type, modified to suit the changed times, was evolved the modern metropolitan police magistrate, and the stipendiary magistrate of other towns and districts.

Sir THOMAS DEVEIL, Knight, born in 1684, in St. Paul's Churchyard, was made a justice in 1729. He was a justice of the peace like any other justice in the commission, clothed with the same powers and exercising them subject to the same laws, doing alone such acts as one justice singly might by law do, and needing the concurrence of a colleague where the statute required two or more justices to act together. Yet there was a substantial practical difference between him and his fellows, for he was what came to be called the "Court justice," that is a justice whom the monarch and the ministry of the day specially looked to for assistance in matters wanting the aid of a magistrate, and who in return secured certain pecuniary and other advantages for himself.

In dealing with the career of this somewhat remarkable man, our reliance is upon some anonymous memoirs, published in 1748, printed by and to be obtained from a group of booksellers whose names and addresses are all duly set out on the title page. The author seems to have had a genuine admiration for a man who had "raised himself by his own personal merit, from carrying a brown musket, to make a very considerable figure in the world," but he does not spare criticism of Sir Thomas, either in his official capacity or his personal failings, especially "his greatest foible, which was a most irregular passion for the fair sex."

Our anonymous authority says that a court magistrate "has never been wanting under any reign since that of Queen ELIZABETH. In her time FLEETWOOD, who was Recorder of London, had this post, and held a regular correspondence with the prime minister CECIL" (a retrospective use of a designation which had not in CECIL's time come into use), "to whom he was extraordinarily useful." In the reign of JAMES I there were several, "the most remarkable was one Sir FRANCIS MITCHELL" (or MICHELL) "a creature of the DUKE OF BUCKINGHAM'S." This worthy is said to have been the original of MASSINGER'S "Justice Greedy," and was one of the worst monopolists supported by BACON as Lord Keeper to gratify the favourite. When COKE started his great campaign "touching patents and monopolies" MITCHELL was thrown to the wolves.

In the reign of CHARLES II, the post was held by the famous Sir EDMUNDBURY GODFREY, who took the sworn information of TITUS OATES as to the "Popish Plot," and was afterwards found dead in circumstances never to be explained or understood, but very conveniently for the plot. Sir JOHN RERESBY was another of the more notable in this succession. He, says our somewhat pungent author, "was put into the commission of the peace of Middlesex on purpose to serve upon great occasions, in deference to which the King did not think it below him, to give him his orders with his own mouth." He can be seen at work in the trial of COUNT CONINGSMARK and others in 1682, 9 State Trials. He died five years after our hero was born, so that there were no doubt others in the line of "Court" justices between them.

Like many bright spirits of the time, DEVEIL had foreign blood in his veins, his father being a Lorrainer, who afterwards became keeper of the library at Lambeth, and had great credit with Archbishop TILLOTSON.

At the age of sixteen, THOMAS was apprenticed to a mercer, but his master broke and he then enlisted in the army as a private. He served under RUVIGNY, the French refugee whom Dutch WILLIAM made Marquis of Galway. GALWAY was in command in Portugal during the MARLBOROUGH wars; DEVEIL, coming under his notice there, rose to be a colonel, and seems to have been a thoroughly capable and reliable man.

His regiment was at length disbanded. He then came to England, where expensive tastes and vain efforts to better his position soon got him into financial difficulties. He had the resolution to retire to a village, live on half of his half pay, and clear up his debts. Then he set up an office in Scotland

Yard, where he drew petitions, memorials and other similar papers for persons who desired to approach the various government departments. He had abundance of business.

At last his friends among the great thought of providing for him. "The method proposed was the procuring him to be put into the commission of the peace for the county of Middlesex and liberty of Westminster."

"He was not very hasty in accepting" this proposal for his benefit, having a fear, very reasonable at that time, that he might lose his reputation if he went into the discredited business of dispensing justice for fees. The Middlesex justices had descended very low. For the most part they were "what the vulgar call (and perhaps not improperly) 'trading justices.'"

The trading justices deserve a chapter to themselves. They were hated and dreaded by the common people, and were cringing mercenary tools of the great. FIELDING pours scorn on them as inflamers of "quarrels of porters and beggars," and calls their rewards "the dirtiest money upon earth." As late as 1816 a Bow Street runner, giving evidence to the House of Commons Committee, could say "it was a trading business. The plan used to be to issue out warrants and take up all the poor devils in the street, and then there was the bailing of them, 2s. 4d., which the magistrate had; and taking up 100 girls, that would make, at 2s. 4d., £11 13s. 4d. They sent none to gaol, the bailing them was so much better."

Into this lucrative but disgraceful business Colonel DEVEIL entered, but he was a man of a very different mould, and managed to comport himself decorously and honestly. He took his fees, but he did his work, and he took them through his clerk, "which method," he advised his brethren in a small manual of pithy advice he wrote for the benefit of "such gentlemen as design to act for Middlesex or Westminster," "is best suitable to the dignity of the honourable station." He himself acted straightforwardly and thoroughly in his magisterial work. So much so, that one of the trading justices, who "soon fell much beneath him in credit, and consequently lost a great part of the profits which they had formerly enjoyed," got into DEVEIL'S house and attacked him with a sword. "This affair made a great noise, and was of much service to Mr. Deveil and brought him to be considered as a person very capable of doing great service in his station."

He was now aiming, according to our author, at the "Court" justiceship. He "loved to be about great men." He also loved to exercise power and "was never happier than when surrounded by a number of people whom he could influence by his nod." And lastly he had profit in view.

Exactly what the pecuniary advantage was we are nowhere told. In FIELDING'S case it was "a yearly pension out of the public service-money." It seems likely that this payment had precedents. Men like FLEETWOOD and RERESBY would certainly not work for nothing; and, though we have no evidence, it is reasonable to suppose that DEVEIL had much the same form of reward as FIELDING. We leave the verification of this guess to some other occasion, and perhaps to some other investigator.

The court justiceship is not to be thought of as an office conferred at a definite time, as a stipendiary or metropolitan magistrate is now appointed. The confidence of the powers was gradually acquired, and more and more tasks entrusted to the happy possessor of that confidence, which was, at least in part, to be earned by activity in the suppression of ordinary crime.

One affair, in the year 1735, said to have much enhanced DEVEIL'S credit with the government, was his getting on to a gang "composed of persons of all professions, many of whom lived in tolerable credit, or at least were housekeepers," and so able to bail the lesser rogues. This gang made a plot to kill DEVEIL (in the true Edgar Wallace manner, or like the Moriarty gang seeking the death of Sherlock Holmes). However, as is not unusual in conspiracies, one of the conspirators lost heart. He came to DEVEIL and confessed. DEVEIL astutely pursued his advantage, and used to the full his inquisitorial powers under the Acts of Philip and Mary. He completely broke up the gang. "The detecting this deep-laid scheme of villainy, bringing the principal authors of it to justice, and obliging all the rest to disperse, as it was entirely owing to the vigilance and spirit of Colonel Deveil" (not to mention his luck in having an informer come forward) "who thereby did great service to his country, so it recommended him to the notice and protection of the ministry, who thought it very requisite to distinguish a magistrate capable of acting in such a manner." Then follows a somewhat malicious biographical touch: "Though they knew well enough at the same time that some things in his conduct were far enough from being commendable."

The statutes 1 and 2 Philip and Mary C 13, and 2 and 3 Philip and Mary C.10 (How many people ever remember that Philip of Spain was once King of England?) prescribed the procedure of justices enquiring into crimes with the view of committing accused persons for trial. They gave statutory sanction to what was possibly antecedent practice. The justices were directed to "take the examination of the accused." As STEPHENS says, in his "History of the Criminal Law," "This meant that he was to be fully questioned as to all the circumstances connected with his supposed offence." DALTON, in his "Countrey Justice," must have had his tongue in his cheek when he wrote, "The offender himself shall not be examined upon oath, for by the common law, *Nullus tenetur seipsum prodere.*" He adds, but it is difficult to know how reliable his history is, "Neither was a man's fault to be wrung out of himself (no not by examination only), but to be proved by others, until the statute 2 and 3 Philip and Mary C. 10 gave authority to the justices of the peace to examine the felon himself." In passing it is worth noting that the Philip and Mary procedure was used up to the year 1826, and that the expression "examining justices" is current to this very day, being defined in the Criminal Justice Act, 1925.

Colonel DEVEIL was an examining justice of the old type, and he very effectively wrung men's faults out of themselves. "His natural sagacity, assisted by his experience, enabled him to make most surprising discoveries, he knew so well how to throw those he examined into confusion, and was so able to catch up their unguarded expressions, to piece together broken hints, and sometimes feigning to know all, put the poor wretches upon detecting themselves, by justifying against what he knew to be false, that he was very rarely deceived. Indeed, it was amazing upon what slight grounds he would enter into the secret of the darkest transactions." He was, in fact, possessed of every ruse and trick in the repertory of the *juge d'instruction*. Our author indeed hints that he became rather a bully. "His natural passion grew too strong for him, so it was that he gave way to a hasty and vehement way of speaking, which was apparently inconsistent with the nature of his employment."

In 1739 DEVEIL moved from Leicester Fields, where he had lived ten years, to Thrift Street, Soho. There he took part in the campaign under the Gin Act of 1736. There was at that period what the WEBBS, in their little book on "Liquor Licensing in England," called a "carnival of bestial drunkenness" in the metropolis, and a frantic effort was made to suppress it, by a practically prohibitory law imposing enormous excise duties on all spirits. "Every man foresaw," said the EARL OF ISLAY, in the House of Lords, "that it was such a law that could not be executed, but as the poor had run gin-mad, the rich had run anti-gin-mad, and in this fit of madness no one would give ear to reason."

The carnival of bestial drunkenness was followed by an orgy of informing and devilish perjury; and the justices were busy. DEVEIL'S activity brought him into considerable danger from the mob, and on one occasion he read the proclamation against riots. (It is not, as the common phrase "reading the Riot Act" might lead one to suppose, the Act which is read on these occasions, but merely the short proclamation therein set out.)

(To be continued.)

Company Law and Practice.

XXII.

By s. 85 of the Companies (Consolidation) Act, 1908, there was a restriction imposed as to the allotment of any share capital offered to the public for subscription: it was provided that no such allotment should be made unless either (*a*) the amount (if any) fixed by the memorandum or articles and named in the prospectus as the minimum subscription upon which the directors might proceed to allotment; or, (*b*) if no amount was so fixed and named, then the whole amount of the share capital so offered for subscription, had been subscribed, and the sum payable on application for the amount so fixed and named, or for the whole amount offered for subscription, had been paid to and received by the company. The amount so fixed and named and the whole amount above referred to were to be reckoned exclusively of any amount payable otherwise than in cash, and was known as the minimum subscription. It was further provided that the amount payable on application must not be less than 5 per cent. of the nominal amount of the share.

By this means it was doubtless hoped by the Legislature that companies would not proceed to allotment unless they had reasonable prospects of success in the adventure they were undertaking, at any rate so far as the necessity for a proper amount of working capital was concerned. But this result was not by any means achieved by the section, for it became common practice to fix the minimum subscription at some absurdly low figure, usually seven shares, thus completely stultifying the provisions of the section.

There were also decisions of the court as to what was payment to and receipt by the company within the meaning of this section, which, though doubtless irreproachable from the point of view of the lawyer, seemed to impose an unnecessary handicap on those who were trying to conduct their business in a genuine manner. The first of these decisions was the case of *Mears* v. *Western Canada Pulp and Paper Co., Ltd.* [1905] 2 Ch. 353. There the company issued a prospectus offering for public subscription 300,000 preference shares of £1 each, payable as to 2s. 6d. on application. The minimum subscription was fixed at 200,000 shares, and it had been underwritten by an underwriting company, with whom the plaintiff had entered into a sub-underwriting contract for 300 shares. The response from the public was not large, and the underwriters had to subscribe for the greater part of the minimum subscription, putting in, amongst others, the name of the plaintiff for 283 shares, which were allotted to him when the directors went to allotment, which they did on the strength of the applications for the minimum subscription.

At the date when the directors went to allotment, though cheques for the whole of the amounts payable on application on the minimum subscription had been received, many of them had not been cleared; further, three cheques, given by sub-underwriters to the underwriting company and passed on by it to the company, were not paid on presentation, though the underwriting company at once paid the amount of such three cheques to the company on hearing of the non-payment. The plaintiff, however, was not satisfied that the allotment had been properly made, having regard to the provisions of the statute (at that time s. 4 of the Companies Act, 1900, which subsequently re-appeared as s. 85 of the Act of 1908), and he consequently brought an action in which he claimed rescission of the allotment to him, rectification of the register, return of the moneys paid, and an injunction to restrain the company from parting or dealing with those moneys. An interlocutory application was made for an injunction as claimed by the writ, the ground on which relief was sought being that payment by cheques not cleared was not payment to and receipt by the company of the sum payable on application for the minimum subscription within the meaning of the section.

The injunction was granted by Swinfen Eady, J., who said that the matter was clear and unarguable. "I am of opinion," said the learned judge, "according to the true construction of s. 4 of the Companies Act, 1900, that in order to enable an allotment to be made the sum payable on application must have been "paid to and received by the company' in cash. Of course payments may be made in the ordinary course by cheques, but then the cheques must be cleared before the date of the allotment. The money has not been paid to and received by the company if the company merely holds a cheque which may or may not afterwards be honoured."

The Court of Appeal affirmed the decision without calling on counsel for the respondents; and this decision was later followed in the two cases of *Re National Motor Mail Coach Co., Ltd.* [1908] 2 Ch. 228, and *Burton* v. *Bevan* [1908] 2 Ch. 240.

The effect of this decision must have been to slow down in certain cases the process of going to allotment, and though perhaps neither was any real hardship inflicted, nor was any serious handicap imposed on public companies, yet it was undoubtedly felt that some relaxation of this rule was desirable, and such relaxation was recommended by the Greene Committee, contingently on the adoption of the other suggestions made by it with the object of reforming the provisions as to minimum subscription. The Legislature gave effect to this, and the three decisions above referred to have been met by s. 39 (1) of the Act of 1929, in a way which will be dealt with next week when the alterations with regard to the minimum subscription generally will be noticed.

(*To be continued.*)

Auctioneering Topics and Reflections.

[Contributed.]

Town Planning without Tears.

Mr. B. S. Townroe's recent address to the Town Planning Institute relative as to how to bring the "man in the steeet" —including presumably the estate agency profession—to take an intelligent interest in town planning deserves wider publicity than it has so far received. Among the chief points in the advice he tendered were (1) the use of much simpler and more easily understandable terms in place of "built-up area," "zoning," "density," and "blighted district"—the last a phrase that would, one imagines, give particular offence to Dagenham or Stepney; (2) that town planning reports should be far less bulky in size, and handier to deal with; (3) the furthering of succinct propaganda in the Press by pamphlet of a type the layman can really grasp. Mr. Townroe gave several amusing instances to show how even distinguished Cabinet Ministers were extremely hazy on the subject, and continually confused Town Planning Orders with Housing Orders.

Auction Sale Error.

Messrs. S. Kirby & Sons, Auctioneers, successfully claimed at Thirsk County Court, against Alexander Stephenson, horse dealer, for £5 5s. balance due on a horse purchased at auction. According to the plaintiffs the horse was knocked down to the defendant at 17½ guineas, but the figure on the sale sheet was misread at 12½ guineas. The mistake was discovered the same day. Defendant had then paid 12½ guineas, and instructions were given that he must not be allowed to take the horse until he paid the balance. The defendant called for the horse next day, and eventually admitted there had been a mistake, and promised to send the money. His honour gave judgment for plaintiffs for £5 5s. and costs.

ACCOUNTANTS' REGISTRATION.

The proportion of auctioneers and estate agents who also practise accountancy is, in the provinces, relatively high, hence the interest taken in the progress—or otherwise—of the Departmental Committee set up some months since by the Board of Trade to examine into the question of accountants' registration. It is believed the Committee has still to take the evidence of nearly a score of associations representing accountancy, before they can attempt to consider the views of other professions likely to be effected. Thus, it seems unlikely any sort of considered report can be expected from the Committee for a considerable time to come. J. S.

Insurance Notes.

DEPRECIATION OF INVESTMENTS.

A scheme to cover the probable period of depreciation of investments has just been issued by a Scottish insurance company, and it seems likely to prove very popular. The forced sale of investments which sometimes follows the death of a man with dependents is very often a sadly unprofitable business for the vendor, and it is a curious fact, that when such a realisation is unnecessary the market is almost always unfavourable.

The scheme is not available for sums of less than £500, but the premiums required are very small, the rates for one month of insurance being in the neighbourhood of 4s. per cent. to 5s. per cent.

For periods longer than one month the rates are even more favourable, increasing at much less than *pro rata*. One month is the minimum period for which cover is granted.

A Conveyancer's Diary.

Power to Invest in Land —Form of Transfer to Trustees.

The question as to the proper method to adopt in conveying land to trustees purchased under a power to invest in land was before the court in *Re Draycott Settled Estate* [1928] Ch. 371. By his will a testator settled his residuary personal estate upon trust to invest in or upon any of the investments mentioned therein, or with the consent in writing of the tenant for life or tenant in tail for the time being of the testator's real estate if of full age, and if there should be no such person, then at the absolute discretion of the trustees in the purchase of freehold or copyhold lands with power with such consent or at such discretion from time to time to alter and vary any such investments for others of a like nature, and to pay the income of his residuary personal estate to the person actually in possession or receipt of the rents of the real estate devised by the will. The question was whether any lands purchased out of the residuary personal estate of the testator ought to be conveyed to the trustees upon trust for sale or ought to be comprised in an appropriate vesting deed as provided by s. 10 of the S.L.A., 1925.

Tomlin, J., held that the conveyance ought to be in the form of a conveyance creating a settled estate and not in the form of a conveyance creating a trust for sale.

There are two statutory provisions which should be considered. The first is s. 32 of the L.P.A., 1925, which reads as follows :—

"(1) Where a settlement of personal property or of land held upon trust for sale contains a power to invest money in the purchase of land, such land shall, unless the settlement otherwise provides, be held by the trustees on trust for sale ; and the net rents and profits until sale after keeping down costs of repairs and insurance and other outgoings shall be paid or applied in like manner as the income of investments representing the purchase-money would be payable or applicable if a sale had been made and the proceeds had been duly invested in personal estate.

(2) This section applies to settlements (including wills) coming into operation after the thirty-first day of December nineteen hundred and eleven and does not apply to capital money arising under the Settled Land Act, 1925, or money liable to be treated as such."

At first sight this section seems to meet the case, but in fact, it hardly ever will, because of the exception from its operation of money liable to be treated as capital money under the S.L.A., 1925.

Before turning from the section, I must draw attention to a case decided upon it where the question was whether the settlement made other provision so as to exclude its application.

In *Re Hanson* [1928] Ch. 96, a testator directed the trustees of his will to purchase a house as a residence for his wife until his son attained twenty-five if she so long continued the testator's widow. After the testator's death a house was purchased and assured to the trustees in fee simple. It was desired to sell the house and the question arose as to how a title could be made.

Astbury, J., held that the direction that the house was to be purchased for the wife's residence was inconsistent with an immediate trust for sale and amounted to a provision excluding the application of the section, so that there was no trust for sale and the title must be made under the S.L.A., 1925. The learned judge indicated that he doubted whether the section applied where there was a trust as distinct from a power to purchase land.

The further statutory provision to be looked at is s. 77 of the S.L.A., 1925, which is as follows :—

"Where—

"(*a*) under any instrument coming into operation either before or after the commencement of this Act money is in the hands of trustees and is liable to be laid out in the purchase of land to be made subject to the trusts declared by that instrument ; or

"(*b*) under any instrument coming into operation after the commencement of this Act money or securities or the proceeds of sale of any property is or are held by trustees on trusts creating entailed interests therein ;

then in addition to such powers of dealing therewith as the trustees have independently of this Act they may at the option of the tenant for life invest or apply the money, securities or proceeds as if they were capital money arising under this Act."

That section, it will be observed, applies to any instrument, whether coming into operation before or after the Act, whilst s. 32 of the L.P.A. (which replaces s. 10 of the Conveyancing Act, 1911) applies only to settlements coming into operation after the 31st December, 1911.

It is difficult to see how s. 32 of the L.P.A. can be applied at all, because under s. 77 of the S.L.A. any money in the hands of trustees which is liable to be laid out in land may, at the option of the tenant for life, be invested or applied as capital money arising under the S.L.A., and is therefore "money liable to be treated as such" within the exception in sub-s. (2) of s. 32.

It may be that the expression "liable to be treated as such" was inserted in order to include capital arising otherwise than under the Act which under s. 81 of the S.L.A., 1925, is to be deemed to be or to represent capital money, and therefore that expression only applies to money arising from settled land under the S.L.A., 1925, or which had arisen from settled land under the S.L.A., 1882 to 1890, and not to money the subject of a personal settlement. Probably that was the intention, but there seems to be no reason for saying that money which a tenant for life may at his option direct to be applied as capital money is not money liable to be treated as such.

In any case, as Tomlin, J., pointed out in *Re Draycott Settled Estate*, the intention of a testator in such cases is almost always defeated. Before the Conveyancing Act, 1911, trustees, having power to invest in land and a power to vary investments, might have had the land conveyed to them with a power of sale, but that would have had the effect of bringing the land within the Settled Land Acts, so that it must always remain real estate, and, if sold, the proceeds of sale would be affected with the character of real estate. Since 1911, and before 1926, the trustees would, no doubt, properly have taken a conveyance in the form of a trust for sale. In either of these cases the intention of the settlor would not be carried out. "But," as the learned judge said, "that, of course, is of minor importance."

In the concluding passage of his judgment, the learned judge said: "As matters stand to-day, however, I think that there is little doubt that the proper form for a conveyance, whether on a purchase of land formerly purchased out of money forming part of the residuary estate, or whether on a purchase of land by means of money forming part of the residuary estate and not previously invested in the purchase of land, ought to be in the form of a conveyance creating a setted estate and not in the form of a conveyance creating a trust for sale. The consequences are statutory consequences. The trustees thereby do their best, and that their best is not effectual is not their fault."

Landlord and Tenant Notebook.

Receiver and Tenant.

The primary duty of a receiver appointed by the court under the Judicature Act, 1925 (see 74 Sol. J. 182), is to protect the estate; the primary duty of a receiver appointed by a mortgagor under the L.P.A., 1925, is to collect income. In the former case payment of rent is provided for, when the property is let, by inserting in the order an order to attorn. (Such attornments are expressly saved by the proviso to the L.P.A., 1925, s. 151 (2).) The order, when served upon the tenants, binds them. In the latter case the section, though it amends in other respects s. 24 of the Conveyancing Act, 1881, says nothing about notice; but it has always been held that rent cannot be recovered by the appointee unless and until tenants have notice. In *Vacuum Oil Co. Ltd.* v. *Ellis* [1914] 1 K.B. 693, C.A., competitive claims were made by judgment creditors of the landlord who had served the tenant with a garnishee order and a second mortgagee who, three days later, had demanded that rent be paid to himself. He had appointed a receiver long before, but the latter, following instructions, had taken no steps to advise the tenant of the appointment. It was held that the judgment creditors' claim was good.

Payment of rent before notice of such an appointment may, however, sometimes be impugned on other grounds. A tenant of the defendant in *Ashburton (Lord)* v. *Nocton* [1915] 1 Ch. 274, C.A., ignorant of the facts that the successful plaintiff had registered an *elegit* and appointed a receiver, had paid the defendant the current quarter's rent before it was due. Notice of the appointment of the receiver was served on him a few days later. But the judgment creditor was held to be entitled to the amount paid, because the registration of the *elegit* created a charge on the land by virtue of the L.C.A., 1900, s. 2.

The position of prior incumbrancers, and consequently the duty of tenants towards them, is generally safeguarded in an order made by the court by inserting words as "without prejudice to the rights of any prior incumbrancers," etc. This was held to protect the tenant in *Underhay* v. *Read* (1887), 20 Q.B.D. 209, C.A. The tenancy had been created, without authority, after the property had been mortgaged; the plaintiff was appointed receiver in an action against the landlord; the mortgagees demanded the rent of the tenant, who paid it to them under pressure. It was held that the mortgagees were "prior incumbrancers" and the receiver's claim failed accordingly. The rights of a receiver appointed by a mortgagee under s. 109 of the L.P.A. are limited by sub-s. (3) to ". . . the full extent of the estate or interest which the mortgagor could dispose of."

The same sub-section gives the receiver the right to distrain. Presumably a receiver appointed under the Judicature Act could levy distress without express authority from the court; in *Brandon* v. *Brandon* (1821), 5 Mad. 473, the Vice-Chancellor said it was the practice to seek an order when more than one year's rent was in arrear. In *Lucas* v. *Mayne* (1826), Hog. 394, it was said that the receiver had a discretion as to time when leave had been granted him, the Master of the Rolls remarking that he had once punished a receiver who had oppressively distrained one day after rent fell due.

A receiver is landlord for the purposes of the L.T.A., 1709, s. 1, and is thus entitled to claim up to a year's rent against a sheriff levying execution (see 73 Sol. J. 811), as was decided in *Cox* v. *Harper* [1910] 1 Ch. 480, C.A.

With regard to other powers, it appears that a receiver appointed by the court may give a valid notice (*Wilkinson* v. *Colley* (1771), 5 Burr. 2694), and when the order expressly authorises him to grant leases he may determine them (*Doe d, Marsack* v. *Read* (1810), 12 East 57). The former of these cases also establishes that having given the required notice in his own name, he is entitled to double value against a tenant wilfully holding over (L.T.A., 1731, s. 1; see 74 Sol. J. 37. A surrender was approved in the Irish case of *Davidson* v. *Armstrong* (1837) Sau. & Sc. 135.

As to granting leases without express authority, it was at one time considered that a three years' tenancy might be granted without leave of the court, but according to the report of *Stamford, Spalding & Boston Banking Co.* v. *Keeble* [1913] 2 Ch. 96, at pp. 97-98, this proposition has been questioned by high judicial authority. A tenant may, of course, be estopped from denying the demise: *Dancer* v. *Hastings* (1826), 4 Bing. 2. The reddendum described the landlord as the receiver or any future receiver; a useful precedent.

Our County Court Letter.

THE RIGHTS AND LIABILITIES OF DAIRY FARMERS.

The above subject has been considered in three recent cases. In *Hill* v. *Wills*, at Newton Abbott County Court, the plaintiff claimed £59 1s. for milk supplied, and the defendant, while admitting the claim, counter-claimed £15 as damages for breach of warranty. Having had complaints from his customers, the defendant tested the milk, which was found to contain 10 per cent. to 20 per cent. added water, and the plaintiff was prosecuted after tests by the public analyst. On one occasion the defendant called for his milk earlier than usual at the plaintiff's farm, where he discovered that water was being put into the milk by a woman, who became very agitated and threw the water away. The plaintiff's defence to the counter-claim was that milk might be below standard without being watered, owing to the cows feeding on watery herbage, but they had in fact been fed on cake since September, as the farm was on low-lying marsh land. The housewife had nothing to do with the milking, and had never put water in the milk, but it was admitted that the magistrates had not believed that the milk was supplied as obtained from the cows. It was further pointed out that, although the certificate referred to "added water," there was no evidence of this, and the public analyst had explained that the phrase merely meant that the sample was not of the required strength. His Honour Judge Lindley remarked that, if "morning milk" was supplied as it came from the cow, the contract was fulfilled even if the statutory tests were not passed. The law

was otherwise, however, if milk was below standard owing to added water, and, as there was evidence of adulteration, the milk did not fulfil the contract, and the defendant was justified in not selling it to his customers. Judgment was therefore given for the plaintiff on the claim and for the defendant on the counter-claim, with costs in each case.

The failure of a prosecution against the retailer does not necessarily imply that the milk is good, or that the farmer can recover the price. In *Whorton* v. *Robertson*, at Lichfield County Court, the plaintiff claimed £12 14s. 3d. for ten days' supplies of milk, but the defendant (*a*) disputed liability for £1 18s. 9d. on the ground that the milk on two days contained added water, and was deficient in fat, and (*b*) he counter-claimed the cost of defending proceedings before the magistrates, and also for loss of custom. The onus being on the defendant, he gave evidence that he had collected the milk at the plaintiff's farm, and was stopped within twenty minutes by an inspector, who took samples. These were found to be adulterated, but the magistrates had dismissed the summons against the defendant on payment of two guineas costs. The Warwickshire county analyst gave evidence of the amounts of added water and the deficiency in fat, but he stated that the prosecution at Sutton Coldfield had not been pressed as the defendant had had no guarantee from the plaintiff. The latter's defence to the counter-claim was that the sample taken at his farm by the Staffordshire county analyst was found to be good, and that the defendant failed to drain moisture from his churns before pouring in the milk. Corroborative evidence that they had not tampered with the milk was given by the plaintiff's wife, brother and nephew, and it was pointed out that the only bad samples were those which had been in defendant's possession. His Honour Judge Ruegg, K.C., held that, although the defendant might have added water, he had not had time to cause the deficiency in fat, and the adulteration must have happened at the farm, although the plaintiff was not personally to blame. Judgment was therefore given for the plaintiff for the admitted amount only, i.e., £10 15s. 4d., and the defendant was awarded £5 damages on the counter-claim, with certificate for counsel.

The difficulties in such cases are naturally increased when two analysts disagree, as in *Martin* v. *Rowe*, also heard at Newton Abbott. The defendant was charged with having sold to a dairyman certain milk, which was alleged to have been adulterated with 3 per cent. added water, as certified by the Devonshire county analyst. Another sample had been sent by the defendant to Seale Hayne College, where an analysis by the head of the chemistry department revealed that the milk would pass the statutory tests. It was common ground that no two analysts would agree absolutely, but the margin of error would not account for the difference, and the defence contended that (*a*) different methods of dipping would cause variations in the milk from the same receptacle, (*b*) the abnormal rainfall, and not added water, was responsible for the deficiency in solids. The magistrates stated that the superintendent had no option but to take proceedings, but the case was dismissed. Summonses against the dairyman (Podger) and another farmer (Pengilly) were also dismissed.

Practice Notes.

WATER SUPPLY AS AGRICULTURAL IMPROVEMENT.

In the recent case of *Nicholson* v. *Smith*, at Lincoln County Court, the tenant claimed £161 7s. as compensation in respect of a moiety of the expenditure on a water supply. The yearly tenancy had expired in April, 1929, by notice to quit from the landlord, and the agreement provided that improvements carried out by the tenant (with the landlord's consent) were to become tenant right, and should be taken over at a valuation by an incoming tenant. The tenant contended that the landlord's consent had been obtained, and that the water supply was an improvement within the agreement, and under the Agricultural Holdings Act, 1923. The landlord's case was that compensation was only payable if his consent in writing had been given, and the improvement was made by the tenant, whereas the water supply in question had been installed by the parties jointly. The arrangement was outside the tenancy agreement, being contained in correspondence which made no reference either to an improvement or to tenant right, but clearly amounted to an agreement as to compensation. It was objected on behalf of the tenant, that the letters were inadmissible, and His Honour Judge Langman pointed out that the issues were confined to the two questions in the case stated by the arbitrator. His Honour held, that the installation of a water supply was "an improvement" which entitled the tenant to compensation as tenant right, and the fact that the tenant contributed only part of the cost did not take the work out of the category of an improvement made or done by the tenant.

Some Interesting Indian Decisions.

(From *The Criminal Lawyer*.)

The Criminal Lawyer, a monthly journal printed and published by Messrs. King & Co., at their Law Notes Press, Vizagapatam, contains a great deal that is of interest to English lawyers. We have before us the issue for January, 1930. The printing and paper leave much to be desired, and suffer very much by comparison with similar English journals.

Many of the judgments of the Indian High Courts strike the English reader by their novelty; others appeal to him by reason of their soundness from the English point of view.

A magistrate having sentenced a man to three months' imprisonment for some offence connected with a burglary (the High Court judge refers to the magistrate as having "adopted a very weak attitude"), an application for "enhancement of sentence" was made. In another reported case an appellant (whose sentence was confirmed by two judges of the High Court) was called on to show cause why his sentence should not be enhanced. "We do not entirely accept the reasons given by the Sessions Judge for not hanging him," observes the judgment, "but his father had treated him very badly and it is possible that his father-in-law may have been the leader in the crime." So his sentence was not "enhanced" to capital punishment.

There is also a report dealing with the question of appeal against an acquittal.

In *Gagan Chandra De* v. *Emperor*, the Calcutta High Court resisted an attempt to make an inappropriate section of the Criminal Code meet a particular set of facts. "It is quite true that cl. 1, s. 109, is not likely to come into operation every day. That is no reason why it should be applied to fill up any gap that there may be in the criminal law or in a case in which it does not apply." English lawyers sometimes need reminding of this principle.

The old fallacies about closing a case and re-calling witnesses, which English judges and magistrates occasionally have to dispose of, received proper treatment in *Kesava Pillai* v. *Emperor*: "*Held*. Sec. 540 of the Cr. Pro. Code gives a Judge the fullest discretion to recall a witness at any stage of a trial and makes it imperative for him to do so, if he considers further evidence essential to the just decision of the case. When an essential document had been overlooked by the prosecution, it was the Judge's duty to have it admitted in evidence."

Parties or witnesses who have felt themselves aggrieved by the strictures passed on them by the bench would be interested in the report of *K. S. Md Hussain* v. *Emperor*, which deals with the expunging of objectionable remarks from the judgment of a court.

The applicant, Deputy-Superintendent of Police in the Sukkur District, was a witness for the Crown in the Sessions Court, Sukkur. The Sessions Judge in his judgment said: "The whole thing has the appearance of being a job put up by the police with the assistance of these two zamindars," and secondly, "It is much to be deprecated that a police officer of the rank of Deputy-Superintendent of Police and two zamindars of such a high status should have lent themselves to such a scheme even out of mistaken zeal."

The Judicial Commissioners' Court held: "If, to secure the ends of justice, it appears to be necessary to expunge any matter from the judgment of a Criminal Court, then the High Court has power to do so. Obviously, if an unjustifiable attack be made on a person who has had no opportunity of being heard in his own defence, and the remark is irrelevant and separable, it can and should be expunged, especially if he is neither a party nor a witness. But it is not so easy to expunge remarks which, though unjustified, are relevant, and it is not possible to delete them unless they are separable, that is to say, if they do not form an integral part of the argument."

The principle of regulating to some extent the remarks made by judicial officers in their judgments may seem a little startling, but it is not altogether unattractive. To the question, in cross-examination, "Did not the magistrate (or the chairman, or the recorder) say so-and-so about you?" a most effective retort would be, "Well, if he did, the High Court expunged it from the record!"

Reviews.

Rules and Regulations of the Stock Exchange. Part II. Consisting of Supplement to June, 1926, and Supplement to June, 1929. F. J. Varley, Barrister-at-Law. Stiff Boards. Crown 8vo. 24 pp. London: Effingham Wilson. 1s. 6d. net.

This little book consists of two sections, the first drawing attention to the alterations made since the publication in 1925 of Part I, bringing it up to June, 1926, and the second to the further amendments which brings it down to June last. Though primarily intended for the public, it should prove both useful and interesting to members and others connected with the London Stock Exchange who may have occasion to refer to the cases cited under the various rules. H.

Books Received.

Some De-Rating Decisions at Quarter Sessions. Ernest J. Watson, LL.D., Solicitor, Clerk of the Peace for the City of Norwich; Author of "The Ratepayer and his Assessment (Outside London)." Reprinted from The Solicitors' Journal. Large Crown 8vo. 13 pp. The Solicitors' Law Stationery Society, Limited, London, Liverpool and Glasgow. 1s. 1d., post free.

The Legal History of Trade Unionism. R. Y. Hedges, LL.M., Barrister-at-Law, and Allan Winterbottom, LL.M. 1930. Medium 8vo. pp. xix and (with Index) 170. London: Longmans, Green & Co. 7s. 6d. net.

Duplicating and Copying Processes. W. Desborough, O.B.E., and Author of "Office Machines, Appliances and Methods." 1930. Medium 8vo. pp. xiii and (with Index) 133. London: Sir Isaac Pitman & Sons, Ltd. 5s. net.

The Outlines of Procedure in an Action in the King's Bench Division, for the use of Students. A. M. Wilshere, M.A., LL.B., Barrister-at-Law. Fourth edition. 1930. pp. xiv and (with Index) 225. London: Sweet & Maxwell, Ltd. 12s. 6d. net.

Notable British Trials. Trial of Oscar Slater (1908–1928). Illustrated. William Roughead. 1930. Medium 8vo. pp. lxiii and (with Appendices) 338. Edinburgh and London: William Hodge & Co. Ltd. 10s. 6d. net.

Notes of Cases.

House of Lords.

Minter *v.* **Priest.** 20th March.

Solicitor and Client—Professional Privilege—Slander Action—Absolute Privilege.

This was an appeal from the Court of Appeal [1929] 1 K.B. 655 (73 Sol. J. 529), setting aside a judgment of Horridge, J. The appellant was the plaintiff in the action which was brought by him to recover damages for slander. The appellant succeeded at the trial and the jury awarded him £1,500 as damages. This verdict was set aside by the Court of Appeal on the ground that the slander was protected from disclosure by reason of privilege, which was the only question on the appeal. The privilege claimed was that which covered certain communications between a solicitor and his client. The appellant was a man who dealt in real property and the respondent was a solicitor. In 1923 the appellant, in the course of his business, bought certain premises for £8,250, and the respondent acted as solicitor for the appellant in the transaction. In 1925, at the instance of one of the mortgagees, a receiver was appointed of the premises, and the appellant took steps to secure the sale. For this purpose he approached a man named Taylor, and agreed to pay him a commission if he found a purchaser at £9,500. Taylor introduced a man named Simpson as a person prepared to purchase at that price, and Simpson placed the matter in the hands of his solicitors, Parker & Thomas. A difficulty with regard to the contract and proposed deposit arose, and subsequently Taylor and Simpson went to the respondent's office, where the respondent uttered the alleged slander.

Lord Buckmaster, after stating the facts, said he was not prepared to assent to a rigid definition of what must be the subject of discussion between a solicitor and his client, to secure the protection of professional privilege. That merely to lend money apart from the existence or contemplation of professional help was outside the ordinary scope of a solicitor's business was shown by the case of *Hagart* v. *Inland Revenue Commissioners* [1929] A.C. 386. But it did not follow that where a personal loan was asked for, discussions concerning it might not be of a privileged nature. The relationship of solicitor and client being once established, it was not a necessary conclusion that whatever conversation ensued was protected from disclosure. The conversation to secure this privilege must be such as must be fairly referable to the relationship, but outside that boundary the mere fact that a person speaking is a solicitor and the person to whom he speaks is his client, affords no protection. The jury found that at the time when the words complained of were uttered the relationship of solicitor and client did not exist between respondent and either Taylor or Simpson, which meant that the respondent never really undertook the duty of solicitor, but that the conversation from first to last was nothing but the disclosure of a malicious scheme to deprive the appellant of any chance of effecting a contract. Upon this finding the cloak of privilege was stripped off the conversation and the respondent was responsible in the same way as if the words had been uttered on any other occasion. The appeal therefore should be allowed.

Lords Dunedin, Warrington of Clyffe, Atkin and Thankerton gave judgment to the like effect.

Counsel: *Inglefield* and *C. G. Austin*; *Sir Henry Maddocks*, K.C., and *A. E. Woodgate.*

Solicitors: *Clarke & Co.*; *Freeman, Haynes & Co.*

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

Sir John Charles Lewis Coward, K.C., of Evelyn-gardens, South Kensington, S.W., Recorder of Folkestone and Bencher of Gray's Inn, who died on 7th February, aged seventy-seven, left estate in his own disposition of the gross value of £11,508.

High Court—Chancery Division.

In re Thomas: Powell *v.* Thomas.

Bennett, J. 27th February.

WILL—GIFT—CONDITION PRECEDENT—RENDERED IMPOSSIBLE BY OPERATION OF LAW—CONDITION VOID—LAW OF PROPERTY ACT, 1925, s. 35, Sched. I, Pt. I.

This summons raised a question as to the effect of s. 35 of the Law of Property Act, 1925. The testator by his will, dated 17th January, 1928, devised and bequeathed all his residuary estate (thereinafter called "the trust fund") to his trustees upon trust to pay out of the capital or income of the trust fund the costs and expenses of his brother, the defendant J. L. Thomas, in establishing his claim by action at law to certain settled estates, and in the event of his being successful, but not otherwise, in establishing those claims the trustees were to hold the trust fund in trust for the defendant J. L. Thomas absolutely. At the time he made his will the testator's interest in the settled estate had by virtue of the Law of Property Act, 1925, s. 35, been converted into absolute interests in personal property. Under these circumstances the trustees of the testator's will took out this summons asking to have it determined, whether upon the true construction of the will and in the events which had happened, the defendant J. L. Thomas was now absolutely entitled to the residuary estate of the testator. It was contended that the condition, having become impossible of fulfilment by operation of law, was void, and that the gift took effect, and *In re Price* was referred to.

BENNETT, J., in the course of his judgment said, that before the testator executed his will, his interest, assuming that he had any, in the settled estate had been converted into personal property by virtue of the Law of Property Act, 1925, s. 35, and Sched. I, Pt. IV. The result was that by operation of law the condition precedent to the gift had become impossible and the question was whether the gift took effect or whether the testator died intestate, his estate being personal estate. The matter seemed to be settled in favour of the gift taking effect by the decision in *Lowther* v. *Cavendish* (1758) 1 Eden. 99, 116, and if that was so the condition precedent to the gift was impossible by law at the time the testator made his will, and therefore, the legatee took the gift notwithstanding the condition.

COUNSEL: *G. D. Johnston; Gover*, K.C., and *C. R. R. Romer; J. V. Nesbitt, C. Bonner* and *Harold Christie.*

SOLICITORS: *Jenkinson, Meyler & Campbell; Stafford, Clark & Co.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

In re W. R. Snow & Co. Limited.

Maugham, J. 4th March.

COMPANY—WINDING UP—AMOUNT FOR WHICH MANAGER ENTITLED TO PROVE—DEDUCTION FROM AMOUNT.

The company engaged the applicant as manager for five years at a salary, commission and percentage of profits. The applicant worked under the agreement until 10th July, 1929, when the company went into voluntary liquidation, and the applicant then put in a proof for £5,371 on the footing that he was entitled to salary, etc., for four and a half years. The liquidator rejected the proof on the ground that the applicant was only entitled to recover damages incurred by reason of the liquidation, and had given no account of the damages. The applicant now claimed by his summons an order reversing the liquidator's decision on the ground that the amount was fixed by the contract and was liquidated and that he had given sufficient particulars of the alleged damages, namely, the loss for the rest of the term of the amount agreed to be paid to him.

MAUGHAM, J., said the provision relied upon was simply that in the event of winding up the manager should be entitled to prove amongst the general creditors for a sum which would be very much in excess of any real damage that he suffered by reason of the termination of his employment. The question was whether the court could imply in the case of an insolvent company an agreement as to the amount for which a manager should be entitled to prove as against the ordinary creditors of the company. The result at which he (his lordship) had arrived was that an agreement directed simply to the amount at which a manager should be entitled to prove in the liquidation of the company as against the general creditors was not binding on the court and would not be allowed to determine the amount for which the manager was entitled to prove. In the circumstances, however, it would be wrong not to give the applicant an opportunity of proving on the footing of such a claim as might be made on the basis of *Yelland's Case*, L.R. 4 Eq. 350, in which it was held that the amount claimed was subject to a deduction because the manager could obtain fresh employment. The present summons, however, failed.

COUNSEL: *Sir Gerald Hurst*, K.C., and *J. B. Lindon; Robert Fortune.*

SOLICITORS: *Biddle, Thorne, Welsford & Gait; Kimber, Bull, Howland, Clappé & Co.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Harris *v.* Norris.

Greer and Romer, L.JJ. (as additional Judges). 18th March.

LANDLORD AND TENANT—STANDARD RENT—NOTICE OF INCREASE OF RENT OF WHOLE HOUSE—SUB-LETTING OF LOWER PART ORIGINALLY A SEPARATE DWELLING AT STANDARD RENT—NOTICE TO SUB-TENANT NECESSARY—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920 (10 & 11 Geo. 5, c. 17), s. 3 (2).

Appeal from Wandsworth County Court.

A house let in August, 1914, in two parts, upper and lower, at 8s. 6d. a week each part, was subsequently let as one house at 17s. a week, and the tenant received notice under s. 3 (2) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, making him liable for the increase of rent permitted by the Act. He afterwards sub-let the lower part, as had been done before, at a rent equal to 8s. 6d. per week plus the statutory increase; half the rent he was himself paying. The sub-tenant declined to pay more than 8s. 6d., and the action was brought in the county court to recover possession on the ground of non-payment of rent and rates. The sub-tenant contended that he was only liable to pay 8s. 6d., the original standard rent, because no notice of increase had been served upon him in respect of his lower part. The plaintiff relied upon the last words of s. 3 (2): "Where a notice of an increase of rent which at the time was valid has been served on any tenant, the increase may be continued without service of any fresh notice on any subsequent tenant." The county court judge found for the plaintiff. The defendant appealed.

GREER, L.J., allowing the appeal, said that *Schmit* v. *Christy* [1922] 2 K.B. 60, and *Michael* v. *Phillips* [1924] 1 K.B. 16, made it plain that separate notices of increase must be given in respect of separate parts of a house. The house had been an entire house in the tenancy of the respondent, but the lower part was a separate dwelling, and its standard rent was 8s. 6d. a week until a permitted increase was effected by giving a statutory notice. "The tenant" in s. 3 (2) of the Act of 1920 must mean the tenant of the part in question.

ROMER, L.J., gave judgment to the same effect.

COUNSEL: *Sir A. J. Callaghan*, for appellant; *Salter Nichols*, for respondent.

SOLICITORS: *Schultess-Young, Warren & Bird; H. C. L. Hanne.*

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

In the Salford Hundred Court of Record.

L. Higgins & Co. *v.* Maestro Radio Co. Ltd. and Messieurs Barlow & Co.

The following judgment was delivered by the Deputy-Judge (A. E. Jalland, Esq.), at the Assize Courts, Manchester, on Tuesday, the 14th January, 1930 :—

His Honour: This is an appeal from an order of Mr. Desquesnes, the Deputy-Registrar of this court, ordering the appellants to pay the taxed costs of an action in which the appellants acted as solicitors for the defendants, a non-existent company. On the 16th April, 1929, the plaintiffs served a writ on the Maestro Radio Company Limited, claiming payment for work done and services rendered in November, 1928. The Maestro Radio Company Limited did not in fact exist at any material time. On the 19th April, 1929, Mr. Barlow, a partner in the firm of Messrs. Barlow & Co., solicitors, orally informed the plaintiffs' solicitor that the defendant company had been sued in a wrong name, its proper name being the Maestro Radio Gramophone Company Limited. On the 23rd April, 1929, Messrs. Barlow & Co. wrote to the plaintiffs' solicitor stating that the service of the writ was bad, that they acted for the Maestro Radio Gramophone Company Limited, which had been incorporated a few days previously, and that the plaintiffs' claim was against a Mr. Parkes, who was carrying on business before the company was formed. On the 30th April, 1929, Messrs. Barlow & Co., by their agents, entered an unconditional appearance to the writ on behalf of the Maestro Radio Company Limited. It is apparent from the document that the precise description of the defendant company was considered by the person entering appearance, at the time he entered it. On that document Messrs. Barlow & Co. are described as solicitors for the defendants. On the 8th May, 1929, a Miss Chadwick swore an affidavit for leave to defend. This affidavit was filed by Messrs. Barlow & Co., as the defendants' solicitors, and had been prepared by a clerk articled with them. In it, Miss Chadwick described herself as secretary of the Maestro Radio Company Limited; she denied liability on the part of that company; she stated that that company was not incorporated until the 26th March, 1929, and that she was duly authorised by that company to make the affidavit. On the hearing of an application for judgment under Ord. XIV, the same clerk attended and said that the company, as sued, was non-existent, its proper name being the Maestro Radio Gramophone Company Limited. An adjournment was granted so that the plaintiffs' solicitor could verify his position. On or about 31st May, 1929, a defence was delivered in the action on behalf of the Maestro Radio Company Limited, in which it was pleaded that the true name of the defendant company was the Maestro Radio Gramophone Company Limited. On the 15th October, 1929, the case was heard. The defendants did not appear. Judgment was entered against them for £48 8s. 5d. with costs. On the 25th October, 1929, the costs were taxed at £39 12s. 11d. Messrs. Barlow & Co. attended the taxation. On the 15th November, 1929, the plaintiffs applied for an order that Messrs. Barlow & Co. should pay the taxed costs, as they, being the solicitors on the record, had entered an appearance for the named defendants who were a non-existent company. The learned Deputy-Registrar heard the application and made the order applied for. From this order Messrs. Barlow & Co. are now appealing. In my judgment their appeal must fail. They entered an unconditional appearance for a company which they well knew was not in existence. They attended for that company on Ord. XIV proceedings after drafting an affidavit in opposition to summary judgment; they delivered a defence in the action; they attended on the taxation of costs. The taxed costs of the plaintiffs were incurred in useless litigation as the natural and direct result of the wrongful entry of appearance by Messrs. Barlow & Co.

I am not satisfied that the plaintiffs at any material time in the proceedings knew that the defendant company was non-existent. I think that the conduct of Messrs. Barlow & Co. in the action led the plaintiffs to disregard the warnings given. Throughout the action, Messrs. Barlow & Co. were putting the plaintiffs to costs incurred upon the faith of their representations that they were authorised to act for the defendant company. They have not proved that their implied contract of authority was excluded. Never at any stage of the proceedings did Messrs. Barlow & Co. take any steps to amend their entry of appearance, or to have the action struck out. On the contrary, throughout they appeared to be properly acting for the defendant company. If they had not appeared, there would have been no action. Neither the court nor other parties to litigation question or investigate the authority of the solicitor on the other side. The business of the courts could not properly be conducted if a solicitor could escape all liability for acting in an action in which he knew he had no authority to act, and grave injustice might result if he could escape personal liability in such circumstances. The solicitor by acting must be taken to warrant his authority. Mr. Leigh has contended that the Deputy-Registrar had no jurisdiction and that, if he had, he exercised it improperly. By s. 25 of the Salford Hundred Court of Record Act, 1868, the registrar is endowed with all the powers of a Master of the superior courts, and he may make all orders and do all things relating to the business of the court except the trial of issues of law or of fact. There is another exception which is immaterial in this appeal. Mr. Leigh has contended that the order appealed against was in the nature of a trial of an issue of law or of fact; that Ord. 60, r. 3, of the Rules of the Salford Hundred Court (which gives the Judge, so far as concerns the business of the court, powers over solicitors of the court, such as Judges of the Supreme Court exercise over solicitors of the same) inferentially excludes the Registrar's jurisdiction; that the decision in *Haxby* v. *Wood Advertising Agency Ltd. and Another*, 109 L.T. 946, is binding upon me. I am, however, of the opinion that the order appealed against was a matter of practice or procedure, and was made in and in connexion with a matter in this court. Order 60, r. 3, does not, I think, exclude the jurisdiction of the Registrar. The facts in *Haxby* v. *Wood Advertising Agency Ltd.* were altogether different from those in this case. They were in the nature of a proceeding against a solicitor on an undertaking given by him otherwise than in the course of an action, whereas, in the present case, the application against Messrs. Barlow & Co. was based upon steps actually taken by them in and in connection with the action on behalf of one of the parties thereto. Their conduct throughout the action warranted the existence of authority given them by the named defendants. Messrs. Barlow & Co. never had authority and knew it all the time. *In re Marchant* [1908] 1 K.B. 998, has also been referred to. But in that case also the undertaking given by the solicitor on which the proceedings were based was not given in an action, whereas in this case the application to the learned Deputy-Registrar was a proceeding brought in an action against persons who were not themselves parties to it, but who were the solicitors on the record to one of the parties. The decisions of the Court of Appeal in the cases of *Yonge* v. *Toynbee* [1910] 1 K.B. 210, and *Simmons* v. *Liberal Opinion Ltd.*, *In re Dunn* [1911] 1 K.B. 967, are however directly in point. With the greatest respect to the learned judges who tried those cases, I have ventured to apply their arguments and line of reasoning to the facts of the present case, and have come to the conclusion that the respondents were entitled to an order against Messrs. Barlow & Co. for damages, the measure of which was the amount of the plaintiffs' costs thrown away in the action. The appeal is, therefore, dismissed with costs.

Counsel: *C. T. B. Leigh; F. B. Turner.*

Solicitors: *Barlow & Co.; Louis Brooks.*

[Reported by Arthur Ridehalgh, Esq., Barrister-at-Law.]

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Company—Deceased Shareholder's Title.

Q. 1871. A father and four children (a son and three daughters, A, B and C) were small shareholders in a limited company. The shares were of little value, but have lately improved. The son died in 1899 unmarried and intestate and no letters of administration were taken out. The father died in 1904 intestate and no letters of administration were taken out, leaving a widow who died in 1904, who by her will left her personal estate to her daughter, B. The daughter, B, died in 1919 unmarried and intestate and no letters of administration were taken out. The daughter, A, died in 1915 unmarried and intestate, but her sister, C, took out administration, and her shares are now vested in C, who is the only surviving member of the family. C is anxious to obtain a transfer of her father's, brother's and sister B's shares into her own name, but the value of such shares would not be sufficient to cover the expense of taking out administration in all three cases as there was no other property. The company are willing to transfer the shares provided they are properly protected. What form of document might be prepared to meet the case?

A. As C has now A's shares as well as her own, only two further administrations would have to be obtained (as far as the company is concerned), namely, to the father and B, and as the court fees are so small it is considered the company would be well advised to insist on this being done. Failing this, the only course that can be suggested is for C to make a statutory declaration as to the family setting out the deaths of the various members, and that in the case of each of the deceased, his or her estate, inclusive of his or her shares or the equitable interest in same as widow or next-of-kin, as the case may be, was under the value of £100. C could also give an undertaking to the company under hand on a 6d. stamp, that in consideration of the company transferring the shares to her name she would indemnify the company against the claims of any other persons, including any claims for duty, costs, expenses and against all proceedings in any wise relating to the shares.

Roads Improvement Act, 1925.

Q. 1872. In 1924 one of our clients laid out a building estate and imposed a building line of 70 feet from the road, so that all buildings to be erected on the land had to be built between the road and the building line of 70 feet from the road, except ordinary bay windows and architectural dressings (the idea being to prevent purchasers building anywhere they wished on the plot sold, and also to preserve the view on the south of the whole property). The vendor entered into a covenant not to sell any of the remaining lots without imposing on the purchasers thereof the same stipulations as he had on the original purchasers. Under the Roads Improvement Act of 1925, s. 5, the local authority has now prescribed a building line of 60 feet from the centre of the road, which restricts the building area on the building estate to between 20 and 25 feet. What is the position of the building estate owner with regard to future sales? If he has to restrict future buildings to his original building line of 70 feet any house to be erected must necessarily be very small, and the price of the land must also be affected, as if it cannot be built on it is worth only agricultural land value. The original purchasers are under a covenant to erect houses of over a certain value. If the vendor allows subsequent purchasers to build to the south of the original building line of 70 feet he lays himself open to an action for breach of covenant. Having regard to the fact that a higher authority has subsequently made it impossible for the owner to carry out his covenant with regard to future sales, is he still liable under that covenant if he departs from the original building line in future sales? Are there any recent cases dealing with this particular point?

A. We must confess we have not come across a case of a general building line imposed to prevent purchasers building *further* from the road than the line. It is not considered that there is such an absolute impossibility as to free the owner from liability to impose the covenant on subsequent purchasers. It appears to us there is no way of escaping the difficulty save by, either getting all the owners and mortgagees of the plots already sold to agree to a modification, or by applying for a discharge of the restriction, under s. 84 of the L.P.A., 1925, or by getting the authority to modify the building line as to this particular property. It would seem that the owner of the unsold part as well as the owners of plots sold might claim compensation under s. 5 (5), and the opinion is hazarded that in assessing compensation the arbitrator might take into account the cost of proceedings under s. 84, L.P.A. See and consider judgment in *Long Eaton Recreation Ground Company* v. *Midland Railway* [1902] 2 K.B. 574. We are not aware of any cases on the subject of s. 5.

Landlord and Tenant—Concealing Name of Owner of Property.

Q. 1873. A client of mine who is the building owner under a lease has nominated his wife as lessee of some of the houses erected by him, he having experienced difficulty in disposing of the houses at this time of the year. My client has now arranged to let one of the houses of which his wife is lessee, but does not wish the tenant to know that, either he or any member of his family is the owner. It has been suggested that my client should execute the tenancy agreement "as agent for the owner," but it seems to me that the tenant would be unlikely to accept an agreement in that form. I should be glad if you could make any suggestion as to how the difficulty may be overcome.

A. We fail to see how the difficulty can be got over unless the lessee assigns the lease to somebody in trust for her giving him power to lease.

Fishing Rights—Manor.

Q. 1874. A.B. some years ago purchased a piece of freehold land adjoining a navigable river because he wished to avail himself of the right of fishing for salmon in the river, and the land has upon it a valuable draught for netting. He is now informed that the fishing rights opposite to the land belong to the lord of the manor, but it is admitted that the lord of the manor has no rights on the land. In other words, the lord of the manor is supposed to have the right of fishing, whereas A.B. has the right to go on the land. Will you please advise whether there can be any such right in the lord of a manor?

A. It is presumed the river is both navigable and tidal. A several fishery may exist in the waters by virtue of a Crown grant prior to Magna Charta. See as to proof of such a grant *Fitzhardinge* v. *Purcell* [1908] 2 Ch. 139. If the water is non-tidal it may be that the lord of the manor can claim fishery by reason of the waters having been anciently waters, that is waste, of the manor. In this case it may be important to ascertain whether there was any Inclosure Act or Award made under an Inclosure Act which dealt with the rights.

Infants—Power of Trustees to Advance Capital for School Fees.

Q. 1875. Under the will of a testator who died in 1929, an annuity is payable to the widow, and subject to such annuity, the residuary estate, both as to capital and income, is to be held in trust for the testator's children. Some of these children are infants and reside with the widow who maintains them. After paying the annuity some income remains in the hands of the trustees of the will, who propose to pay the same, so far as it belongs to the infant children, to the widow under the powers contained under s. 31 of the T. A., 1925. Debts have been incurred by the widow in respect of clothing and school fees for the infant children, and it appears clear that the total amount which she will receive, at all events during the first year after the death, both in respect of the annuity and of income belonging to the infant children, will not be sufficient to meet these debts. Does the power contained in s. 32 of the Act to advance capital money for the purpose of "advancement or benefit" go so far as to authorise the trustees in this case to pay either the money owing for the school fees, or for the clothing, or both, out of capital. Reference has been made to *Lowther* v. *Bentinck* (1874), 19 Equity 166, but the facts in that case are not identical.

A. We are not aware of any direct authority on the point. The word "benefit" is of wider significance than advancement (*Re Brittlebank, Coates* v. *Brittlebank*, 30 W.R. 99). We think it is clear that the trustees may in their discretion at the written request of the widow advance money to enable the children to receive a better education than they would be able to receive if the widow's own means and the income of the fund alone were available, and that on the authority of *Lowther* v. *Bentinck*, such an advance might be made to repay the widow a debt she had incurred for this purpose since the testator's death. The position with regard to clothing is, perhaps, different to an outlay for school fees, but it is considered that some grant might be made for this as an exceptional case.

Rating of Sporting Rights—No Notice of Insertion in List.

Q. 1876. A client of ours has been a shooting tenant of sporting rights for several years. No rates have, prior to last year, been demanded in respect of the sporting rights. The rates are assessed half-yearly on 31st March and 29th September, but no formal demand for rates was sent to our client in the half year ending 29th September last, but he received an ordinary letter dated 25th September asking for payment of the rates. A formal demand was received for the rates in October last, and he referred the Rating Authority to *Swayne* v. *Howells*, and also to the fact that he did not receive a formal demand note until after the half year was passed. He has now received a formal demand note for the half year ending 31st March 1930, and for the former half year, these being included as arrears. The rating authority contend that any objection to the rates can only be in respect of the current half year, and that as no objection was made during the half year ending 29th September, 1929, our client cannot now object. Our client replied that, whether or not an objection was made, if the property was not assessable the rates are not recoverable. Do you advise our client simply to ignore the demand note or to lodge a formal objection proposing that the valuation list should be amended ?

A. If the sporting rights have not been previously assessed at all as a separate hereditament, the assessment is bad for non-compliance with R. & V.A., 1925, 4th Sched., Pt. I, para. 3, as amended by R. & V.A., 1928, s. 4 (3) or Pt. IV, para. 7, unless notice was sent to the person whose name was inserted as occupier. It can be amended as to the present half year by a proposal for amendment on the part of the rating authority. If the client is not a lessee by deed he can wait until application is made to the justices, and then plead that he is not liable (*Swayne* v. *Howells*).

Societies.

United Law Society.

A meeting of the Society was held in the Middle Temple Common Room on Monday, the 24th inst., Mr. H. W. Pritchard in the chair. Mr. J. L. Stevens proposed and Mr. F. G. Nigel opposed "That in the opinion of this House corporal punishment of adults for criminal offences should be abolished." There also spoke Messrs. Oppenheim, S. E. Redfern, Hughes, Burke, Galbraith, C. C. Ross, G. Bull and Ball. The opener having replied, the motion was put before the House, when there voted for five, against 11, the motion therefore being lost by six votes.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, the 25th inst. (Chairman, Mr. H. M. Pratt), the subject for debate was: "That this House is of opinion that the war novels recently published are prejudicial to the country's best interests and ought to be withdrawn from publication." Mr. F. Burgis opened in the affirmative. Mr. V. R. Aronson opened in the negative. The following members also spoke: Messrs. E. F. Iwi, C. C. Ross, R. Ives, H. J. Baxter, W. S. Jones, P. H. North-Lewis, C. D. Rowe, S. Lincoln, H. M. Pleadwell, G. Thesiger, C. Christian Edwards, D. Daybell, and A. I. Vere Bass. The opener having replied, the motion was carried by five votes. There were twenty members and four visitors present.

The Institute of Arbitrators.

A paper on the educational policy of the Institute of Arbitrators was read by Mr. Alan W. Davson, chairman of the Education Committee, at a luncheon given by the Institute at the Criterion Restaurant recently. Mr. E. S. Underwood, president of the Institute, presided.

In considering the educational programme, Mr. Davson said that the general policy—to provide efficient arbitrators and to overcome the objections to arbitration—was never lost sight of. The business man wanted an efficient arbitrator. In the interests of the parties and the arbitrators the Institute established, in 1926, a code of rules for arbitrations; those rules were recently revised, and in addition a new code initiated to meet the needs of business men in suitable cases where all were agreed that the cost should be kept down to the minimum.

The representatives of the various institutions present were invited to give consideration to the following suggestions: (1) As their panels of tested arbitrators became depleted, to fill them from their own members who were also on the panel of the Institute of Arbitrators; (2) to make it clear to younger members that the dual qualifications would be looked on with favour; and (3) to assist the Institute to get its activities better known to members of the respective bodies.

Sir William Plender, president of the Institute of Chartered Accountants, expressed his entire sympathy with the objects of the Institute.

Prisoners' Aid Society.

The Lord Chancellor presided at the annual general meeting of the Surrey and London Prisoners' Aid Society, of which he is the President, at the Middlesex Guildhall, on Monday evening last week. He said that he could report a year of steady progress.

Their subscription list was very satisfactory, and among the new subscribers were several large clubs; the London Rotary Club had sent a big subscription, and the Battersea Rotary Club had also subscribed. The Society had also received £20 from the Metropolitan Police and £5 from the City of London Police. The Society had an income of about £2,000 a year, and the position was steadily improving.

The number of prisoners from Wandsworth Gaol who had been helped in 1929 was 2,223, as against 2,538 in 1928. Mr. Mumford, the superintendent of the Society, had been able to find work for 345 men. The Society had met with a generous response from a number of employers who had been willing to give a man a chance. Help of that kind was more valuable even than gifts to the funds of the Society. They were able to provide board and lodging for a day or two for 1,547 men when they came out of prison. The greatest help they could afford a man on coming out of prison was to tide him over the first few days. A sum of 3s. 6d. provided a man with board and lodging for a day. In 1928 the Society was able to give to every man who wanted it the sum of 15s. when he was discharged. Last year they were able to increase that to 16s.

What they would like to do would be to provide a man with enough for eight days' board and lodging—a matter of 28s. One of the greatest troubles they had was the ostracism of a man who had been to prison for the first time. Very often his own relatives looked askance at him. That was the sort of man the Society wanted to help and give a chance of going straight. The large number who had done well showed that the Society's work was well worth continuing.

Lord Sankey added that, owing to the kindness of *The Times*, a letter was inserted, just before Christmas, signed by Mr. Malcolm Macnaughton, the Society's hon. treasurer, appealing for a Christmas fund for the men in prison. Although that was not the first time it had been done, that appeal in *The Times* realised £330. At that time there were exactly 660 persons in the prison, so that there was 10s. for each. He was sure all would be interested to hear that 200 of the recipients sent the money straight home. That gift, he knew, had a great moral effect on the men.

Sir Arnold Wilson urged the necessity of appealing for more Government help and more probation officers.

Mr. Brodrick (Metropolitan Police Magistrate), Colonel Rich (Governor of Wandsworth Prison), and Mr. Macnaughton also spoke.

In Parliament.

Progress of Bills.

House of Lords.

Reservoirs (Safety Provisions) Bill. Considered in Committee. [25th March.

Performing Animals (Regulation) Amendment Bill. Report. [25th March.

Land Drainage (Scotland) Bill. Read a Second Time. [26th March.

House of Commons.

Seditious and Blasphemous Teaching to Children Bill. Motion for Second Reading. Debate adjourned. [21st March.

Shops (Hours of Employment) Bill. Read a Second Time. [21st March.

Army and Air Force (Annual) Bill. Read the First Time. [25th March.

Consolidated Fund (No. 3) Bill. Read a Second Time. [26th March.

Questions to Ministers.

BUILDING SOCIETIES (ADVANCES).

Mr. DAY asked the Financial Secretary to the Treasury the amount that has been advanced on mortgage by building societies for the 12 months ended to the last convenient date; and are there any statistics which will show the average amount of interest charged on this money?

Mr. CLYNES: The Chief Registrar of Friendly Societies tells me that the latest information available relating to the total amount advanced on mortgage by building societies over a period of 12 months is contained in his Report for the year 1929, Part 5, Section II, pp. 76-77. The figure given is £58,664,684 and this relates approximately to the year 1928. No information is available as to the rate of interest charged on advances made. 25th March.

SWEEPSTAKES.

Mr. DUKES asked the Home Secretary whether the limitations on the scope and character of the Stock Exchange sweepstake are, in his opinion, such as to remove any necessity for his calling the attention of the police to the carrying on of the sweepstake with a view to warning the promoters that if they do not desist proceedings will be instituted; and, if so, whether he will take steps to prevent the sale in this country of tickets for the Calcutta sweepstake unless the promoters follow the example of the promoters of the Stock Exchange sweepstake?

Mr. CLYNES: I understand that henceforth the Stock Exchange sweep will be a purely private affair strictly confined to members of a single and localised organisation, namely, of the Stock Exchange. If it be so conducted and nothing occurs, such as the sale or transfer to non-members of tickets or shares in tickets, to show that the sweep or draw is other than a private one, I for my part shall not move to initiate action. Anyone of course can take proceedings and all questions of law are for the courts, but I will let the police know my view and I have no reason to think they will take and act upon any other view. But if any sweep or draw, large or small, is so conducted as not to be of a private character, the authorities will have no option but to take whatever action is possible in the circumstances of the particular case. So far as administrative action by me is concerned, this broad distinction, private or not private, is the test for all sweeps or draws, wherever carried on, and for whatever objects. I am glad to have had the opportunity of making this statement, which ought to dispose once for all of the suggestion that in this matter there is one law for the rich and another for the poor.

Mr. SANDHAM: Arising out of that answer, as an alleged rogue and vagabond, may I ask the Home Secretary whether he is aware that there are over 200,000 tickets on sale in Manchester, tickets costing 2s. 6d. each, for a draw, the first prize of which is £4,000? [20th March.

NATIONALITY OF MARRIED WOMEN BILL.

Captain CAZALET asked the Prime Minister whether, in view of the fact that the Government support the principle contained in the Nationality of Married Women Bill, he will give facilities for the progress of this Bill during the present Session?

THE PRIME MINISTER: I can hold out no hope of time being found for the further discussion of private Members' Bills. As the hon. and gallant Member is aware, the question of the nationality of married women is to be discussed at the International Conference on the Codification of International Law now sitting at The Hague. [20th March.

CROWN PROCEEDINGS.

Mr. LOVAT-FRASER asked the Prime Minister if the Government proposes to legislate on the basis of the Report of the Crown Proceedings Committee; and, if so, whether time will be found for a Bill this Session?

THE PRIME MINISTER: In the present state of public business, I am not in a position to make any statement on this subject. [20th March.

American Assets in Deceased Estates

Solicitors, Executors and Trustees may obtain necessary forms and full information regarding requirements on applying to:

GUARANTY EXECUTOR AND TRUSTEE COMPANY LIMITED

32 Lombard Street E.C.3

Legal Notes and News.

Wills and Bequests.

Mr. Ernest Henry Tucker, solicitor, of St. Leonards-road, Ealing, W., and of South-square, Gray's Inn, left estate of the gross value of £8,661.

Mr. Francis Simcoe Cole, of Dawlish, Devon, solicitor, left estate of the gross value of £8,918 (net personalty £7,490).

U.S. DEBTS TO BRITAIN.

Messrs. Kinnear & Falconer, solicitors, of Stonehaven, Scotland, have, says the *Daily Telegraph*, addressed a petition to Congress.

They ask it to take some action on the refusal of the State of Mississippi to redeem bonds issued in 1838.

ALLEGED IMPROPER CONDUCT BY BIRMINGHAM SOLICITORS.

Mr. Justice Talbot, says the *Birmingham Post*, after listening in the King's Bench recently, to a case in which damages were claimed for personal injuries, said: "The plaintiff has sworn that he was approached by a firm of solicitors with the proposition that he should entrust his case to them on the terms that they should receive 10 per cent. of any damages awarded and that he should not pay any costs. Is that consonant with the rules and practice of that branch of the profession?

Mr. Doughty, K.C.: I think it would be looked on by The Law Society as improper conduct.

Mr. Justice Talbot: Then I think it is my duty to see that the matter is brought to the notice of The Law Society.

MAGISTRATE AND MATCHSELLER.

"I have no sympathy with these prosecutions against poor people who have matches to sell," said Mr. Bingley at the Marylebone Police Court last week, when a woman appeared before him on a charge of placing herself in Bayswater-road with boxes of matches in her hand to beg or gather alms. "If I wanted a box of matches I should take one," added the magistrate, "but if I gave her a penny and didn't want any matches, so much the better for her." The woman, Annie Smith, a servant, pleaded that she was trying to sell a few matches to get a night's lodging. She was discharged, the magistrate adding that he did not blame the police, for, of course, they had their duty to do.

RETAIL TRADE CONDITIONS.

The Lord Chancellor and the President of the Board of Trade have appointed a Committee to consider present trade practices which result in withholding from particular retail traders supplies of goods in which they wish to deal or which prevent the re-sale of such supplies except upon conditions imposed by the suppliers, and to report whether in their opinion all or any of such practices are detrimental to the public interest, and, if so, what alterations in the existing law are necessary to prevent the continuance of such practices. The membership of the Committee is as follows:—

Wilfred A. Greene, Esq., K.C. (Chairman), Alexander Johnston, Esq., J.P., Professor D. H. Macgregor, M.C., W. E. Mortimer, Esq., J. E. Singleton, Esq., K.C., and A. G. Walkden, Esq., J.P., M.P.

The Secretary to the Committee, to whom all correspondence should be addressed, is Mr. C. K. Hobson, M.B.E., Board of Trade, Great George Street, S.W.1.

Court Papers.

Supreme Court of Judicature.

		Rota of Registrars in Attendance on			
Date.		Emergency Rota.	Appeal Court No. 1	Mr. Justice Eve.	Mr. Justice Maugham.
M'nd'y	Mar. 31	Mr. Andrews	Mr. Blaker	Mr. More	Mr.*Andrews
T'sd'y	April 1	Jolly	More	*Hicks Beach	More
Wednesday	2	Hicks Beach	Ritchie	*Andrews	*Hicks Beach
Thursday	3	Blaker	Andrews	*More	Andrews
Friday	4	More	Jolly	Hicks Beach	*More
Saturday	5	Ritchie	Hicks Beach	Andrews	Hicks Beach
Date.		Mr. Justice Bennett.	Mr. Justice Clauson.	Mr. Justice Luxmoore.	Mr. Justice Farwell.
M'nd'y	Mar. 31	Mr. Hicks Beach	Mr. Blaker	Mr. Ritchie	Mr. Jolly
T'sd'y	April 1	Andrews	*Jolly	Blaker	*Ritchie
Wednesday	2	More	Ritchie	Jolly	*Blaker
Thursday	3	Hicks Beach	*Blaker	Ritchie	*Jolly
Friday	4	Andrews	Jolly	Blaker	*Ritchie
Saturday	5	More	Ritchie	Jolly	Blaker

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The Easter Vacation will commence on Friday, the 18th day of April, 1930, and terminate on Tuesday, the 22nd day of April, 1930, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (20th March, 1930) 3½%. Next London Stock Exchange Settlement Thursday, 3rd April, 1930.

	Middle Price 26th Mar. 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	89	4 11 5	—
Consols 2½%	57	4 9 8	—
War Loan 5% 1929-47	103	4 17 4	—
War Loan 4½% 1925-45	100	4 10 0	4 10 0
War Loan 4% (Tax free) 1929-42	101½	3 18 10	3 16 9
Funding 4% Loan 1960-90	91½	4 7 8	4 8 6
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	95	4 4 3	4 5 6
Conversion 5% Loan 1944-64 "A" (First dividend £1 6s. 6d., 1st May, 1930.)	104¾	4 15 6	4 14 6
Conversion 5% Loan 1944-64 "B" (First Dividend £2 1s. 8d., 1st May, 1930.	105½	4 15 6	4 14 6
Conversion 4½% Loan 1940-44	100	4 10 0	4 10 0
Conversion 3½% Loan 1961	79	4 8 7	—
Local Loans 3% Stock 1912 or after	66	4 10 11	—
Bank Stock	256½	4 13 7	—
India 4½% 1950-55	87	5 3 6	5 9 0
India 3½%	66	5 6 1	—
India 3%	56	5 7 2	—
Sudan 4½% 1939-73	94	4 15 9	4 16 6
Sudan 4% 1974	87	4 12 0	4 14 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	84½	3 11 0	4 1 0
Colonial Securities.			
Canada 3% 1938	89	3 7 5	4 13 3
Cape of Good Hope 4% 1916-36	93	4 6 0	5 5 6
Cape of Good Hope 3½% 1929-49	82	4 5 4	4 19 6
Ceylon 5% 1960-70 (First Dividend £2 5s., 1st August, 1930.)	102¾	5 0 0	5 0 0
Commonwealth of Australia 5% 1945-75	95	5 5 3	5 6 0
Gold Coast 4½% 1956	94	4 15 9	4 18 0
Jamaica 4½% 1941-71	93	4 16 9	4 18 3
Natal 4% 1937	93	4 6 0	5 4 0
New South Wales 4½% 1935-45	85½	5 5 3	5 18 9
New South Wales 5% 1945-65	93	5 7 6	5 10 0
New Zealand 4½% 1945	95	4 14 9	4 19 6
New Zealand 5% 1946	102	4 18 0	4 16 3
Nigeria 5% 1950-60 (First Dividend £1 15s., 1st August, 1930.)	101½	5 0 0	5 0 0
Queensland 5% 1940-60	91½	5 9 3	5 11 3
South Africa 5% 1945-75	101	4 19 0	4 19 0
South Australia 5% 1945-75	91½	5 9 3	5 10 3
Tasmania 5% 1945-75	88½	5 13 0	5 14 3
Victoria 5% 1945-75	91½	5 9 3	5 10 3
West Australia 5% 1945-75	91½	5 9 2	5 10 3
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 9	—
Birmingham 5% 1946-56	101	4 19 0	4 19 3
Brighton 5% 1950-60 (First Dividend £1 5s., 1st July, 1930.)	102½	4 17 7	4 17 3
Cardiff 5% 1945-65	99	5 1 0	5 1 3
Croydon 3% 1940-60	70	4 5 9	4 18 3
Hastings 5% 1947-67 (First full half year's Dividend, 1st October, 1930.)	103	4 17 0	4 15 0
Hull 3½% 1925-55	79	4 8 7	4 19 0
Liverpool 3½% Redeemable by agreement with holders or by purchase	74	4 14 7	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	54½	4 11 9	—
London City 3% Consolidated Stock after 1920 at option of Corporation	66	4 10 11	—
Manchester 3% on or after 1941	64	4 13 9	—
Metropolitan Water Board 3% "A" 1963-2003	65	4 12 4	—
Metropolitan Water Board 3% "B" 1934-2003	66	4 10 11	—
Middlesex C.C. 3½% 1927-47	83	4 4 4	4 19 3
Newcastle 3½% Irredeemable	72	4 17 3	—
Nottingham 3% Irredeemable	63	4 15 3	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	100	5 0 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	84	4 15 3	—
Gt. Western Rly. 5% Rent Charge	101	4 19 0	—
Gt. Western Rly. 5% Preference	97	5 3 1	—
L. & N.E. Rly. 4% Debenture	81	4 18 9	—
L. & N.E. Rly. 4% 1st Guaranteed	78	5 2 7	—
L. & N.E. Rly. 4% 1st Preference	71½	5 11 11	—
L. Mid. & Scot. Rly. 4% Debenture	82½	4 17 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	80	5 0 0	—
L. Mid. & Scot. Rly. 4% Preference	74½	5 7 5	—
Southern Railway 4% Debenture	82½	4 17 0	—
Southern Railway 5% Guaranteed	98½	5 1 6	—
Southern Railway 5% Preference	96	5 4 2	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

SOLICITOR (24), November Final, 1929 (Honours). Public School, seeks position as Assistant; Conveyancing and General Practice. Salary £200.—Box 373 Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG SOLICITOR desires Clerkship with a view to partnership. Experienced in litigation, workmen's compensation and company law; good advocate. Small capital at disposal. Excellent references, "C.," Box 558, Solicitors' Journal, 29 Breams-buildings, E.C.4.

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YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E.," Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post.—"S." Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (26), Public School, admitted October, 1929. Experienced in conveyancing and probate work, desires position as assistant solicitor or clerk in a conveyancing office, preferably in London. Salary by arrangement.—Box 304, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR'S Managing Clerk, unadmitted, wide experience litigation, conveyancing, common law; pleads fresh start any capacity, moderate salary; can furnish guarantee.—Lex, c/o W. W. Jemmett, F.I.S.A., Secretary, Central D.P.A. Society, Victory House, Leicester-square, W.C.2.

EXPERIENCED Clerk (36), accustomed litigation and City practice; also shorthand and typing.—Apply Box 326, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

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MAJOR, late R.A.F., desires position as Confidential or private secretary or clerical position with administrative scope; long legal experience; excellent testimonials. 9192

MASTER Mariner, Lieut.-Commander R.N.R. (Retired), requires job; home or abroad, ashore or afloat; steam yacht, training ship or harbour board, etc.; surveying. 11729

CHAUFFEUR-Secretary, Ex-Army Captain, 33 years age, go anywhere, smart appearance, no uniform if possible; drive any car; speak a little French; good references; now disengaged. 11641

PRACTICES AND PARTNERSHIPS.

SOLICITOR with substantial and rapidly increasing general practice, West Central district, desires partner with moderate capital; one experienced in litigation preferred.—Write Box 366, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (29), admitted 1927, Public School, experienced Conveyancing, Trust and Probate practice, desires partnership or position as Assistant with view to partnership. London or Home Counties. Capital available.—Box 361, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), M.A., Oxon, Commissioner for Oaths, desires partnership in old-established Conveyancing and General Country Practice; preferably in Chester or neighbouring counties. Wide experience in conveyancing, trust and family business and general practice. Able to introduce business; necessary capital available.—Box 246, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PARTNER required in old-established conveyancing and general practice in South Coast market town (golf, shooting, boating, etc., available). Applicant must be ex-public school, articled in country, and capable of working without supervision. Some advocacy. Share £500—£600 or more, for sale. Prospects of increase. Write fully as to age, education, experience, etc.—Box 349, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SUCCESSION wanted to sound London Solicitor's Practice, yielding at least £1,000 per annum net.—Apply Hooper & Son, 41, Snow-hill, E.C.1.

SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (45), recently qualified ex-conveyancing Manager, in practice in Chancery-lane, with small growing conveyancing business, wishes to purchase practice [75 per cent. conveyancing) or partnership. Hard worker and keen lawyer with Foreign and Colonial experience.—Box 374, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR, admitted 1923, in growing general practice in City, requires young partner, with either some clients of his own, or with small capital in return for half share.—Write Box 365, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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